

The Law office of Spencer Ault | Stone Manor V&O  
13193 Mountain Rd. Lovettsville VA 20130

**THIS DIRECT-HIRE AGREEMENT** (this "Agreement") is between Law Office of Spencer Ault (hereinafter "Ault Law"), and the Expert, Dr. James Lemons. James Lemons also named in the signature block at the end of this Agreement (hereinafter "Expert").

**1. Term and Termination.** This Agreement will remain in force until terminated by either party, or at the close of the engagement based upon completion of the case at Trial or at Settlement. Either party may terminate this Agreement upon providing the other thirty (30) days written notice. Following termination, Ault Law / Federal Concierge LLC is responsible for all outstanding fees due. Expert is responsible for providing all work products, documentation and deliverables. The obligations of the parties under this Agreement that the parties have expressly agreed will survive the termination of this Agreement or that, by their nature, would continue beyond the termination of this Agreement, will survive the termination of this Agreement for any reason.

**2. Services And Documentation.** Client does hereby engage Expert for the purpose of expert witness testimony and/or expert consulting, preparing causation reviews, transaction and damage summaries and calculations and/or account analysis. Specific tasks may be requested and/or approved via task orders or emails from Spencer Ault and/or Janelle Hill, a designated approval authority.

The full scope of Expert's work will be determined as the matter proceeds, and will be subject to the needs and requests of Ault Law. Ault Law and Expert agree that Expert will be performing services to this Agreement

as an independent Contractor, and no partnership or other business relationship is implied or warranted.

Expert will be available to commence work for Ault Law immediately upon receipt of signed consultant and non-disclosure agreement. Expert agrees not to work for any other person or party involved in this case on matters relating to this case after he is verbally retained, or upon acceptance of the retainer set forth below.

Client does hereby agree to supply Expert with all pertinent documentation necessary to properly prepare any report(s), or to prepare for any scheduled arbitration/trial testimony.

### **3. Fees and Payment.**

Ault Law shall engage the Expert on a fixed rate of \$1295 for medical and legal records review based upon the terms accepted upon a ratified contract by both parties.

Ault Law is responsible for travel arrangements and actual expenses. Expert will bill for travel from the closest metropolitan airport near his or her place of residence. Travel time is assumed and absorbed by the Expert as accepting this contract implies the willingness to travel and acceptance that travel at some point may or will be implied. Ault Law will provide lodging and meals at, as well as transportation to and from, Stone Manor, Lovettsville, Virginia based upon availability. Otherwise Ault Law will provide other accommodations at a hotel facility nearby. Any airfares must be coach fares; any upgrades are the non-reimbursable and sole expense of the Expert.

Other Direct Costs (ODCs) may include, but not be limited to, research database

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costs, reproduction costs, shipping costs, secretarial assistance costs will be billed at actual cost and will be approved by the client prior to incurring costs, based upon good faith estimates.

Invoices are due and payable within thirty (30) days of receipt; based upon receipt of any and all approved deliverables within scope and within time frames established by Ault Law. Invoices shall not be paid if deliverables have not been received. All amounts payable and all document/ artifact receivables between the parties must be provided in full prior to trial testimony and all document/ artifact receivables must meet criteria specified by Ault Law if applicable. This includes all prepared exhibits pertaining to the Expert's testimony.

Ault Law and/or Federal Concierge LLC shall be responsible for payment to Expert.

**4. Confidentiality Obligations.** Expert understands and agrees that the compilation of information provided for Ault Law regarding litigation and trial matters is only for the purposes set forth herein. Expert agrees that it shall have no property interest in such information except to the extent that the law requires that Expert store or reference such information, and the separate and binding confidentiality agreement between the two parties shall endure and be applicable for the purposes of this agreement. The obligations of confidentiality herein shall survive termination of this Agreement.

**5. Limited Warranty.** No separate warranties other than those expressed elsewhere in this agreement.

**6. Limitations of Liability.** Ault Law and Expert agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this agreement, whether the cause of action against the other is in contract, breach of warranty, tort, negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages.

**7. Governance and Compliance.** Ault Law and Expert each warrant compliance with all applicable laws, regulations, orders, ordinances, and codes.

**8. Applicable Law.** This agreement is being entered into in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Client agrees that the jurisdiction and venue for any litigation concerning this agreement shall be in the Virginia state courts situated in the County of Loudoun.

**9. Non-solicitation.** Not Applicable

**10. Assignment.** Neither Ault law nor Expert may assign its obligations under this Agreement to an unaffiliated party without the prior written consent of the other party.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Each party warrants that they have the full power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to sign this Agreement on behalf of the party that they represent. The parties do hereby execute this Agreement at the places set forth below on the date set forth below.

**FOR: Ault Law**

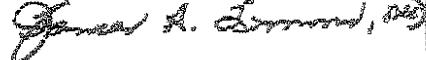
By: Spencer D. Ault & Janelle B. Hill  
Printed Name/Title: Attorney At law &  
Litigation Project Manager  
Address Line 1: C/O Ault Law at Stone  
Manor V&O, 13193 Mountain Road  
Address Line 2: Lovettsville, Virginia  
20180

**EFFECTIVE DATE:** June 30, 2009

**FOR: EXPERT** Dr. James Lemons

Address Line 1: Riley Children's  
Hospital, RR 208, 699 West Drive,  
Indianapolis, IN 46202-5119  
Address Line 2: ph: 317-274-4716;  
Address Line 3: email:  
jlemons@iupui.edu

**EFFECTIVE DATE:** June 30, 2009

By: 

Printed Name/Title:

James A. Lemons, MD